

RFP SMHTF 2018-001 - ADDENDUM #0006
REQUEST FOR PROPOSAL
February 19, 2018

State of Florida
Department of Children and Families
Provision of Food Services for State Mental Health Treatment Facilities

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

For revisions, underline represents additions and strikethrough represents deletions. In the event of a conflict between the previously released information and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this solicitation.

Request for Proposal **RFP# SMHTF 2018-001 - Provision of Food Services for State Mental Health Treatment Facilities** is hereby revised as follows:

1. **Pages 10-11, Section 2.9.3 Changes to Proposals after Submission Prohibited, first sentence, is revised to read:**

Once the proposal opening deadline has passed, no changes, modifications, or additions to the proposal submitted will be accepted by or be binding upon the Department ~~until the Department initiates negotiations or requests supplemental proposals.~~

2. **Page 11, Section 2.11.2 Right to Inspect, investigate, and Rely on Information, is revised to read:**

~~In ranking proposals for negotiation and in making a final selection, the~~ The Department reserves the right to inspect a vendor's facilities and operations, to investigate any vendor representations and to rely on information about a vendor in the Department's records or known to its personnel.

3. **Page 12, Section 3.4 Vendor Registration in MyFloridaMarketPlace, first sentence, is revised to read:**

In order to be paid each vendor doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under Rule 60A-1.0314030(3), F.A.C.

4. Page 15, Section 4.2.1.E. is revised to read:

Name of director ~~program coordinator~~ (if known).

5. Page 17, Title for Section 4.2.7 Tab: 6 Core Team Qualifications (Limited to 2 Pages.) is revised to read:

Section 4.2.7 Tab: 6 Core Team Qualifications (Limited to 2 Pages. Resumes of key leadership personnel are not included in the 2-page limit).

6. Page 17, Section 4.3.3 TAB 2: BUDGET is revised to read:

This shall include line item budget(s) (as detailed in the “Project Budget Summary and Detail Instructions” and the “Project Budget Summary”). These documents can be found in APPENDIX VII and APPENDIX VIII. These budgets show total costs to be paid by the Department for the entire proposed contract period and renewal years with specific breakouts by contract year (July – June) within the entire proposed contract period, as well as the allowable renewal period. Any missing year budgets, for the initial term, will be assumed to be a duplicate of the earliest year of the initial term budget submitted. In contrast, the budgets for all five renewal years must be submitted, or, though the proposal will not be rendered non-responsive, any resulting contract will not be eligible for renewal. The sum of the renewal years’ budgets may not exceed the sum of the initial years’ budgets by more than 10%. The budget totals should be based on available funding projections, if any, and if different, the vendor should explain the differences.

7. Page 20, Section 5.3.1 Scoring by Evaluators, first sentence before the colon, is revised to read:

The Department’s Evaluators will independently evaluate all ~~each~~ ~~Programmatic proposals~~ ~~Proposal~~ in accordance with the following criteria:

8. Page 21, Section 5.3.1 Total Score of Proposals, first sentence, is revised to read:

The Procurement Manager will average the total ~~programmatic~~ point scores by each Evaluator to calculate the points awarded for each section.

9. Page 22, Section 5.4.1 Selection of Vendor(s), current text, is hereby replaced by the following:

Absent a prior decision to reject all proposals or withdraw this procurement, the Secretary or designee shall notice, in writing, an intent to award to the responsible and responsive Vendor(s) whose proposal(s) are determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria as set forth in the request for proposals. In so doing, the Secretary or designee is not required to score the proposals, and will base this determination solely on which proposal is the most advantageous to the state. If the Secretary or designee determines that two or more proposals are most advantageous to the state and are equal with respect to all relevant considerations, including price, quality, and service, and chooses to neither make multiple awards per 5.4.2, nor to reject all proposals or withdraw this procurement per 2.11.3 or 2.11.4, then the award will be made in accordance with section 295.187, Florida Statutes, and Rule 60A-1.011, Florida Administrative Code.

10. Page 22, Section 5.4.4 Reserved Rights After Notice of Intent to Award, is revised to read:

The Department reserves the right:

- ~~• To schedule additional negotiation sessions with Vendor(s) identified in the Notice of Intent to Award in order to establish final terms and conditions for contracts with the Vendor(s).~~
- To post a notice of withdrawal or amendment of its Notice of Intent to Award ~~and reopen negotiations with any Vendor~~ at any time prior to execution of the contract.
- To post a notice of withdrawal of award in the event that the selected Vendor fails to execute the contract or defaults in performance. In such event, the Department reserves the right to re-procure services in accordance with Rule 60A-1.006(3) F.A.C.

11. Page 25, Appendix III, “b. Certification of Representations Per Section 9 of Form PUR 1001” is revised to read:

By checking the “True” box in the Master Certification and signing the same, I hereby certify understanding, acknowledgement, and representation, of all matters set forth in Section 9 of PUR 1001, only limited in the manner provided in that same section.

12. Page 26, Appendix III, “f. Certification Regarding Subcontractors and Other Providers,” the immediately following text is revised to read:

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor's Agreement to the following: 1) ~~during the negotiation phase~~ the Department may request, and any vendor submitting a proposal to this RFP may propose, that such vendor use any of the subcontractors or Providers used or identified by any other vendor submitting a proposal to this RFP; and 2) that the vendor waives any contract provision to the contrary.

13. Appendix IX – Proposed Cost Allocation Plan, Page 1 of 1, is hereby deleted.

14. Appendix IX, CF Standard Integrated Contract 2016, Page 5, Section 4.3.6, following the phrase "through the subcontract" is hereby revised to read:

- The Provider may subcontract under this Contract.
- This Provider is prohibited from subcontracting under this Contract
- ~~The Provider may subcontract under this Contract.~~
- ~~This Provider is prohibited from subcontracting under this Contract~~

15. Appendix X, Standard Integrated Contract 2016, Exhibit A – Special Provisions, Page 38, after the phrase "as provided herein:" is revised to insert "N/A" signifying not applicable, at the end of each line, as follows (please note the other underlining in this part is from the original text and does not indicate revision):

- A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT - N/A
- A-2. STATEMENT OF WORK - N/A
- A-3. PAYMENT, INVOICE AND RELATED TERMS - N/A
- A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE - N/A
- A-5. RECORDS, AUDITS AND DATA SECURITY - N/A
- A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION - N/A
- A-7. OTHER TERMS - N/A
- A-8. FEDERAL FUNDS APPLICABILITY - N/A
- A-9. CLIENT SERVICES APPLICABILITY - N/A

16. Page 40, Appendix X, Standard Integrated Contract, Exhibit B – Contract Limits, B-7.2, third and fourth sentences are deleted.

17. Page 41, Appendix X, Standard Integrated Contract, Exhibit C – Task List, C-1.18 is revised to read:

The selected Provider shall be responsible for all housekeeping in the employee dining, kitchen, and food storage areas, including restrooms associated with the staff cafeteria, including all necessary equipment and supplies therefore.

18. Page 42, Appendix X, Standard Integrated Contract, Exhibit C – Task List, C-2.1, second sentence, is revised to read:

The selected Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities as presented in the cost proposal ~~or any amended cost proposal submitted during contract negotiations.~~

19. Page 42, Appendix X, Standard Integrated Contract, Exhibit C – Task List, C-2.1.10, first sentence, is revised to read:

The Selected Provider shall employ key management personnel identified in its proposal ~~or amendments to its proposal submitted during contract negotiations.~~

20. Page 44-45, Appendix X, Standard Integrated Contract, Exhibit C – Task List, C-2.5.2, first bullet, is revised to read:

Resident and staff satisfaction with the Food Services operation to include at a minimum, food temperature, food consistency, food taste, service time, menu offering, variety, Provider staff interaction, dining area appearance, pricing (for staff only), and overall satisfaction of meal;

21. Appendix X, Standard Integrated Contract 2016, Exhibit D – Deliverables, Pages 26 and 27, D-1., Deliverables Table, Item 4. is revised to read:

4.	High degree of resident satisfaction with the meals served	Submit one copy of Exhibit D3 to the contract manager by the 15 th calendar day of	One Electronic copy to the Hospital contract manager	Monthly submittal of resident satisfaction survey results for each facility, <u>arising from sufficient survey responses for a standard error not greater than +/-5%, demonstrating a 93% satisfaction level or higher. See Exhibit D3.</u>
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		each month		
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22. Appendix X, Standard Integrated Contract 2016, Exhibit D – Deliverables, Pages 26 and 27, D-1., Deliverables Table is revised to add the following:

12	<u>High degree of staff satisfaction with the meals served</u>	<u>Submit one copy of Staff Survey to the contract manager by the 15th calendar day of each month</u>	<u>One Electronic copy to Hospital contract manager</u>	<u>Monthly submittal of staff satisfaction survey results, arising from sufficient survey responses for a standard error not greater than +/-5%, demonstrating a 93% satisfaction level or higher.</u>
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